



**CITY OF CINCINNATI  
REQUEST FOR PROPOSALS**  
For  
**Technical Assistance and Training to  
Community Development Corporations (CDCs)**

**DUE DATE:** Monday, April 25, 2005 @ 4 p.m.

**RFP NUMBER: RFP98CDPTECHTRG**

**ACCEPTANCE PLACE:**

**Bernadine R. Franklin  
City Purchasing Agent  
Two Centennial Plaza  
Suite 234  
805 Central Avenue  
Cincinnati, OH 45202**

**PRE-SUBMITTAL BRIEFING CONFERENCE:**

An *optional* Pre-Submittal briefing conference is scheduled for **Monday, April 18 at 1:30 p.m.**, in the Department of Community Development and Planning (DCDP), 805 Central Avenue, Two Centennial Plaza, Suite 700, Cincinnati, OH 45202. The conference will take place in the Griesel conference room.

**QUESTIONS:** Persons who have questions concerning this RFP shall submit written questions prior to or at the Pre-submittal briefing on **April 18, 2005** to:

Rochelle Thompson  
Senior Community Development Analyst  
City of Cincinnati  
Department of Community Development & Planning  
Two Centennial Plaza, Suite 700  
805 Central Ave.  
Cincinnati, OH 45202

Or email [Rochelle.Thompson@cincinnati-oh.gov](mailto:Rochelle.Thompson@cincinnati-oh.gov)

**ISSUE DATE: March 29, 2005**

**NOTE:** The City publishes information on the City of Cincinnati internet web site at [www.cincinnati-oh.gov](http://www.cincinnati-oh.gov) which includes the Cincinnati Municipal Code and the information concerning the rules and registration information about the Small Business Enterprise Program. The Vendor Registration Application (Form 59) can be downloaded from the City internet site.

**REQUEST FOR PROPOSAL  
RFP98CDPTECHTRG**

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## **I. SUBMITTAL INFORMATION**

### **A. DEADLINE**

Proposals Due Date: **Monday, April 25, 2005 @ 4:00 p.m.**

### **B. DELIVER TO**

Submit Proposals To: Bernadine R. Franklin  
City Purchasing Agent  
Two Centennial Plaza  
Suite 234  
805 Central Avenue  
Cincinnati, OH 45202

### **C. COPIES NEEDED**

Submit: ONE (1) ORIGINAL & SEVEN (7) COPIES

### **D. SUBMISSION INSTRUCTIONS**

All Proposals must be submitted in a sealed envelope with **RFP98CDPTECHTRG: TECHNICAL ASSISTANCE AND TRAINING TO COMMUNITY DEVELOPMENT CORPORATIONS, Due 4/25/05 @ 4 p.m.** clearly written on the front of the sealed envelope.

Late submittals will not be accepted.

### **E. LOCAL REGULATIONS GUIDING PROFESSIONAL SERVICES CONTRACTS**

Cincinnati Municipal Code

1. Section 321-19 Procurement: Professional Services
2. Section 321-1 Definitions
3. Section 321-1-P Professional Services

## **II. REQUEST**

### **A. Introduction**

The City of Cincinnati (hereinafter “City”) is issuing this Request For Proposals (hereinafter RFP) pursuant to the provision of the Cincinnati Municipal Code Chapter 321, from parties (hereinafter “Offerors”) to provide technical assistance and training to Community Development Corporations (hereinafter “CDCs”).

### **B. General Background and Information**

The City of Cincinnati is a political subdivision of the State of Ohio. It is governed with the powers of home rule by a council of nine members who are elected at-large for two- year terms. The City of Cincinnati adopted a city manager-council form of local government in 1926. The City of Cincinnati has a population of approximately 346,000, and it is the county seat of Hamilton County.

The City has a history of partnering with CDCs in creating and maintaining vibrant Cincinnati communities. In achieving neighborhoods of choice, CDCs must stay abreast of current trends and policies, best practice models and state-of-the-art practices in implementing community development activities and sustaining organizational capacity. Therefore, the City invests in the CDCs by providing funding for technical assistance and training.

### **C. Purpose of RFP**

The City is seeking to enter into a Professional Services Contract with a consultant(s) to provide technical assistance and training to CDCs in two areas: housing community development and organizational capacity building. The availability of professional development to CDCs will assist in sustaining these entities and empower them to competently implement housing community development activities in Cincinnati.

### **D. What is Technical Assistance and Training in Housing Community Development and Organizational Capacity Building**

Technical Assistance and training in housing community development and organizational capacity building consist of a broad array of areas, such as (though not limited to): housing real estate development (both single family and multifamily); property management; asset management; community building and organizing; community planning; construction and production management; homeownership and community lending; regulatory compliance; business administration and legal structure; board development; management and leadership development; financial management; and developing/refining an organization’s mission, vision, and strategy.

### **E. Technical Assistance and Training Involve:**

1. Group training sessions to CDCs on pertinent topics to assist CDCs in providing housing community development programs, projects, and services to the neighborhoods they serve.
2. Specialized, one-on-one technical assistance as needed based on the needs of CDCs.

## **F. Scope of Services**

The City is seeking to enter into a Professional Services Contract with a consultant(s) to provide technical assistance and training to CDCs in two areas: housing community development and organizational capacity building. It is the expectation that the following items will be required:

1. An assessment of all CDCs in Cincinnati to determine needs and interests.
2. Devise group training modules based upon the needs and interests identified by the assessment of the CDCs.
3. Develop a time line and schedule of courses.
4. Provide specialized, one-on-one technical assistance as needed and identified from the assessment.
5. Report to the City regarding the training sessions offered and the one-on-one technical assistance provided.
6. The following tasks are expected to be completed in implementing the Scope of Services:

- Task 1: Conduct a survey of all the CDCs in Cincinnati to determine training needs, areas of interest for growth, and to get an idea of project association.
- Task 2: Identify a plan to address the needs of the CDCs and build a training program based upon the findings.
- Task 3: Identify the location, date, and time for training sessions. The consultant will be responsible for preparing agendas, handouts, and other presentation materials, literature, and evaluation sheets.
- Task 4: Partner with CDCs as needed to provide one-on-one technical assistance in areas identified by the CDCs or as discovered during the assessment phase.
- Task 5: Provide quarterly reports to the City. The reports should include information on the training modules, the sign-in sheets of attendees, the location, date and time of training, and the evaluation sheets from participants. Information regarding the one-on-one technical assistance must also be provided.

## **G. Qualifications**

1. Minimum Qualifications
  - a. Demonstrated knowledge of and experience in housing community development, real estate development, human resource development, training, business administration, working with non-profit corporations, and curriculum planning;
  - b. Demonstrated experience or knowledge of Community Development Block Grant funds, HOME funds, and working with local governments;
  - c. Demonstrated experience in conducting comprehensive research including an ability to utilize technology and tools needed to interpret information and to create a quality training program;
  - d. Demonstrated excellent verbal, written, and interpersonal communication skills; and
  - e. Demonstrated ability to complete similar projects within the stated time frame and budget.

## **G. Qualifications (Continued)**

### **2. Preferred Qualifications**

- a. Demonstrated experience in conducting training seminars.
- b. Demonstrated experience in working with community based organizations.

## **H. Timetable**

The following timetable is provided as a guideline for various benchmarks. Actual dates may vary, except the dates for the pre-submittal conference and the Proposal due date.

RFP Notice advertised in City Bulletin.....	March 29, 2005
Pre-submittal Conference/Questions due in writing.....	April 18, 2005 @ 1:30 p.m. EST
Written proposals due.....	April 25, 2005 @ 4:00 p.m. EST
Recommendation of award.....	May 9, 2005
Contract executed.....	May 2005
Consultant commences work.....	June, 2005
Training Plan and timeline submitted.....	July, 2005
First quarterly report due.....	September, 2005

## **I. Pre-Submittal Briefing Conference**

An optional Pre-Submittal briefing conference is scheduled for **Monday, April 18 at 1:30 pm**, in the Department of Community Development and Planning (DCDP). DCDP is located at 805 Central Avenue, Two Centennial Plaza, Suite 700, Cincinnati, OH 45202. The conference will take place in the Griesel conference room.

## **J. Questions**

Persons who have questions concerning this RFP shall submit written questions prior to or at the Pre-submittal briefing to:

Rochelle Thompson  
Senior Community Development Analyst  
City of Cincinnati  
Department of Community Development & Planning  
Two Centennial Plaza, Suite 700  
805 Central Ave.  
Cincinnati, OH 45202

Or email [Rochelle.Thompson@cincinnati-oh.gov](mailto:Rochelle.Thompson@cincinnati-oh.gov)

Oral questions and written questions concerning this RFP will be accepted at the Pre-Submittal Briefing Conference. At the Pre-Submittal Briefing Conference, answers for all questions will be provided. Following the close of the Pre-submittal Briefing Conference, the City will prepare written answers to each written and oral question presented prior to and at the Conference. Copies of the answers will be provided to each person who requested a copy of the RFP.

The only oral questions to which answers will be provided are the oral questions presented at the Pre-Submittal Briefing Conference. The City will not provide answers to any questions concerning this RFP submitted after the close of the Pre-Submittal Briefing Conference.



## **K. RFP Submissions**

The Offeror shall develop a written response to the RFP structured to comply with Section III of this RFP.

While each Proposal will be considered objectively, the City assumes no obligation to accept or take action on any Proposal. The City assumes no liability for any costs incurred in preparing or submitting any Proposals.

**An original and seven (7) copies** must be submitted by the deadline date to: **Bernadine R. Franklin, City Purchasing Agent, Two Centennial Plaza, Suite 234, 805 Central Avenue, Cincinnati, OH 45202**

All Proposals must be submitted in a sealed envelope with **RFP98CDPTECHTRG: TECHNICAL ASSISTANCE AND TRAINING TO COMMUNITY DEVELOPMENT CORPORATIONS, Due 4/25/05 @ 4:00 p.m.** clearly written on the front of the sealed envelope.

Late submittals will not be accepted. Proposals can be withdrawn at any time, if requested in writing, until the deadline date, at which time proposals will be considered firm.

## **L. Selection Process and Evaluation Criteria**

### **1. Selection Committee's Role and Evaluation Criteria**

The Selection Committee will review and evaluate all properly submitted Proposals that are received on or before the deadline. The Committee will then select the Proposal that is the most advantageous to the City taking into consideration the evaluation criteria outlined below:

- a. Background information on Offeror and quality of proposal .....**5 points.**
- b. Work plan, benchmarks, and schedule to address the Scope of Services.....**35 points.**
- c. The fees and prices proposed by the Offeror.....**10 points.**
- d. The quality of experience with providing training seminars and technical assistance to organizations working in the housing community development field.....**50 points.**

The City reserves the right to ask for additional information and clarification from or about any or all of the Offerors. The City may require selected Offerors to make an oral presentation of their Proposals.

The Selection Committee will submit its recommendation to the Director of the Department of Community Development and Planning who will make the award for the City.

### **2. Award Criteria**

The City will make an award under this RFP pursuant to Cincinnati Municipal Code Section 321-1-A2 Award. The City will award a contract to the Offeror whose Proposal is found to be the “most advantageous” to the City.

## **L. Selection Process and Evaluation Criteria (Continued)**

### **3. Process for Entering into Agreement**

The Offeror whose Proposal is found to be the “most advantageous” to the City will be offered the opportunity to enter into an Agreement with the City. The scope, terms, and conditions of that Agreement shall be in substantial conformance with the terms, conditions, and specifications described in this RFP.

The Offeror must be prepared to immediately begin contract negotiations upon notification of the award. If the Offeror is not able to immediately begin contract negotiations, the City will disqualify that Offeror.

The City reserves the right: to negotiate the Agreement, to include any portion or portions of the services covered by this RFP; to reject any and all Proposals in total or by components.

### **4. Additional Information**

The City reserves the right to check all references furnished and consider responses received in determining the award.

The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of the Agreement.

All Proposals are subject to the disclosure provision of the Ohio Public Records provision of Ohio Revised Code Chapter 149.43.

## **M. AVAILABILITY ESTIMATION - Non-Discrimination Program (CMC 321-159)**

The preliminary availability estimate for this project is:

Commodity Code 918-27 Description: Community Development Consulting  
21.74 % Minority 8.70 % Female

Commodity Code 918-83 Description: Organizational Development Consulting  
12.00 % Minority 16.00 % Female

All bidders, proposers, vendors, and contractors (collectively referred to herein as “bidders”) are required to make efforts to ensure that minority and women owned businesses are not discriminated against on the basis of race, ethnicity or gender, and to demonstrate compliance with the Non-Discrimination Program (CMC 321-159) requirements at, or prior to, the time of bid opening. Bidders are required to show that they’ve made a good faith effort to get the maximum practical participation of minority and women-owned businesses on this project. This doesn’t mean that you are required to subcontract any of the work just to get participation by minority or women-owned firms, nor does it mean that you are required to subcontract if it is not the common and accepted industry practice on a project of this type. Where work can be broken into smaller units, it should be done so as to permit maximum participation, based on the availability estimate.

### **III. PROPOSAL FORMAT**

#### **A. Content and Form of Proposals**

Proposals must be one-sided typed pages, font size shall be not less than 11-point font, and paper size must be 8½ x 11. Proposals are limited to 60 pages. The 60-page limit applies to the entire qualification package, including the required City forms. However, resumes of key personnel, proposal cover, table of contents and tabs will NOT be counted in the 100-page limit. (Oversized exhibits are acceptable). **Submit one (1) original and seven (7) copies.**

The Proposal must be signed by a person who has legal authority to contractually bind the Offeror (**SEE SIGNATURE PAGE IN SECTION V**).

The Proposal must include, but is not limited to the following, and must be presented in the following order:

##### **1. Company Credentials**

The Proposal must include the company's name, address, main telephone and fax numbers and company's history and mission statement.

The history of the organization includes: any former name(s) of the Offeror, number of years of operation and number of years Offeror has been involved in providing technical assistance and training to community- based organizations.

The Proposal must include a description of any MBE, DBE or WBE certifications Offerors may have.

The Proposal must include three references (**SEE REFERENCE PAGE IN SECTION V**). The references shall consist of Company Name, Address, Telephone number, and contact person's name and title.

##### **2. Staff Credentials**

The Proposal must include the name, title, address, telephone number and resume of Offeror's primary and secondary contact persons. It must include a commitment concerning the availability of the primary contact person and a secondary contact person.

The Proposal must include the name, title, address, and telephone numbers and resumes of all persons who will manage and/or will be assigned to perform services under this Proposal.

Credentials are subject to verification.

##### **3. Work Plan and Schedule**

In this section, the Proposal must present, in detail, action steps (tasks) and services to be provided consistent with the Scope of Services provided in this RFP. Benchmarks and deadlines must be delineated.

## **A. Content and Form of Proposals (Continued)**

### **4. Budget**

The Proposal must include a complete budget showing personnel, non-personnel, and all other costs.

### **5. Additional Forms**

In addition to the aforementioned forms in this section, Offerors submitting proposals in response to and consistent with this RFP must submit each of the following forms:

1. SBE Forms (See Section IV)

The following forms are optional with the Proposal; they must be submitted if contract is awarded:

2. Form 59, Vendor Registration Form, completed in its entirety (provided on the City's website at [www.cincinnati-oh.gov](http://www.cincinnati-oh.gov)).
3. Form 147, Equal Employment Opportunity Program, completed in its entirety (see Section IV).

### **6. Exceptions**

The Proposal must include a statement indicating compliance with the terms and conditions presented in Section IV of this RFP, or a statement indicating any exceptions thereto subject to negotiations.

## **B. Additional Information**

Proposals may include any additional relevant information the Offerors believe is needed to demonstrate capability of the Offeror to produce the “most advantageous” Technical Assistance and Training for the City.

#### **IV. TERMS AND CONDITIONS**

Terms and Conditions, substantially in the form contained herein, shall be included in the Agreement between the City of Cincinnati and the successful Offeror. In this section, "Offeror" is referred to as "Contractor".

Unless otherwise stated by the Offeror in the response to this RFP, the Offeror agrees to the following Contract Terms and Conditions, which will become part of the subsequently negotiated contract.

**METHOD OF PAYMENT.** Subject to receipt of funds from HUD, the City shall make payment under this Contract in accordance with the payment schedule to be outlined in the final contract and upon submission of a requisition for payment (City Form No. 37. Claim Voucher/Invoice) specifying that the required services have been performed, accompanied by data satisfactory to the City to document entitlement to payment.

**PROHIBITION AGAINST PAYING FOR ANY SERVICE RENDERED OR EXPENSE INCURRED PRIOR TO THE DATE OF THIS CONTRACT.** The compensation provided for by this contract may only be disbursed for services rendered or expenses incurred after the date this contract has been signed by both parties hereto (the "Effective Date" of this contract). No funds shall be spent for any service rendered or expense incurred prior to such date.

**INDEPENDENT CONTRACTOR.** Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of City, nor shall any such person be entitled to any benefits available or granted to employees of City.

#### **SUBCONTRACTS, SUCCESSORS, AND ASSIGNS**

**A. Subcontracts.** Contractor agrees that none of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

**B. Assignment.** Contractor shall not assign or transfer Contractor's interest in this Agreement without the prior written consent of City.

#### **CONTRACTOR'S INSURANCE AND INDEMNIFICATION**

**A. Workers' Compensation.** Contractor shall secure and maintain such insurance as will protect Contractor from claims under the Workers' Compensation Laws.

## **CONTRACTOR'S INSURANCE AND INDEMNIFICATION (CONTINUED)**

**B. Valuable Papers Insurance.** Contractor shall carry Valuable Papers Insurance, issued by an insurer licensed to engage in such business within the State of Ohio, in an amount sufficient to assure the restoration of all plans, drawings, field notes, computations and other similar data related to the work covered by this Agreement.

**C. General Liability Insurance.** Contractor shall secure and maintain such general liability insurance as will protect Contractor from claims for bodily injury, death or property damage which may arise from the performance of Contractor's services under this Agreement, with a combined single limit for bodily injury and property damage liability of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. City shall be named as an additional named insured and shall contain a provision prohibiting the insurer from canceling any policy without notifying City in writing at least ninety (90) days prior to cancellation.

**D. Errors And Omissions Insurance -** Contractor shall secure and maintain during the entire Agreement period errors and omissions insurance with a combined single limit of One Million Dollars (\$ 1,000,000.00) per occurrence with a maximum deductible not to exceed Twenty Five Thousand Dollars (\$25,000.00) for each occurrence.

**E. Indemnification of the City.** Contractor shall indemnify, defend and save City, its agents and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by Contractor including Contractor's employees and agents in the performance of this Agreement.

## **COMPLIANCE WITH LAWS, REGULATIONS, AND PROGRAMS**

**A. Generally.** Contractor in the performance of services under this Agreement shall comply with all applicable statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Hamilton, and the City of Cincinnati.

**B. Equal Employment Opportunity Program.** This contract is subject to the City's Equal Employment Opportunity Program contained in Chapter 325 of the Cincinnati Municipal Code. Said chapter is hereby incorporated by reference into this contract.

**The Equal Employment Opportunity Program regulations require the vendor determined to be the awardee, complete and submit an OCC 147 form.** Failure to comply with the City's request for submission of the OCC 147 form within 10 days of the date of the request will be sufficient cause to reject the proposal due to the vendor being non-responsive.

**C. Prompt Payment.** This Contract is subject to the provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System."

### **D. Small Business Enterprise Program**

(1) This contract is subject to the provisions of the Small Business Enterprise Program contained in Chapter 323 of the Cincinnati Municipal Code. Section 323-99 of the Cincinnati Municipal Code is hereby incorporated into this contract.

(2) Details concerning this program can be obtained from the Office of Contract Compliance, Two Centennial Plaza, 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, (513) 352-3144.

## **COMPLIANCE WITH LAWS, REGULATIONS, AND PROGRAMS**

(3) The Contractor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, including the utilization of small, minority and women business enterprises. This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in bid solicitation and dividing large contracts into small contracts when economically feasible.

### **E. Conflict Of Interest**

(1) Employee, Or Agent Of City. Contractor agrees that no officer, employee, or agent of City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in Contractor or in this Agreement and Contractor shall take appropriate steps to assure compliance.

(2) Subcontractors. Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. Contractor further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed.

**F. Title 24.** Contractor is subject to the provisions of Section 3 of the Housing and Urban Development Act of 1968 (Title 24, Part 135.20, Assurance of Compliance), and Section 570.601 of Title 24 of the U.S. Code of Federal Regulations.

**REPORTS, INFORMATION, AND AUDITS.** Contractor, at such times and in such form the City may require, shall furnish the City such reports as may be requested pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith with, and any other matters covered by this Agreement. Contractor shall retain all financial and administrative records for a period of three (3) years after the expiration or termination of this Agreement, and shall permit the City or any of its representatives or auditors access to such records to perform such audits as the City may deem appropriate of all matters covered by this Agreement.

**CERTIFICATION AS TO NON-DEBARMENT.** Contractor certifies that neither he nor it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the transaction covered by this Agreement. Contractor acknowledges and agrees that if he or it or its principals is/are presently debarred then he/it shall not be entitled to compensation under this agreement and that he/it shall promptly return to the City any funds received pursuant to this agreement. In such event, any materials received by the City pursuant to this agreement shall be retained as liquidated damages.

## **NON-PERFORMANCE/TERMINATION**

**A.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants or agreements of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Contractor specifying the effective date of the termination, at least five days before such effective date. In such event, all finished or unfinished documents, data, studies, reports and/or information prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work satisfactorily completed at the date of termination.

**B.** Any periodic payments from the City specified in this agreement will be contingent upon performance of contractual obligations to date, including the proper receipt of supporting receipts, invoices, reports, statements, or any other supporting information as required by the City in this agreement. Failure to satisfactorily meet any one of the Contract obligations by the Contractor may result in the City not approving periodic payments to the Contractor and/or filing necessary liens as may be necessary against the Contractor's assets or future assets, until the Contractor satisfactorily fulfills its obligations under the Contract or satisfactorily reimburse the City for any prior payments. The City also reserves the right to seek any other legal financial remedies as necessary pursuant to any damages the City may have encountered through the Contractor's default on any of the Contract obligations until all or part of the City's prior payments have been recouped as the City deems appropriate but not to exceed the total amount of any prior payments. The City also reserves the right in the event of non-performance of this Agreement to prohibit any future or limited contractual relationships with the Contractor either directly or indirectly.

**C.** If the Contractor terminates this agreement after the work has begun, the City shall not be required to compensate the Contractor for services/work not fully completed.

**D.** The City may terminate this Agreement at any time for any reason upon fourteen days written notice to Contractor.

**OWNERSHIP OF PROPERTY.** Contractor agrees that at the expiration or in the event of any termination of this Agreement that any Memoranda, Maps, Drawings, Working Papers, Reports, and other similar documents produced in connection with this Agreement shall become the property of the City and Contractor shall promptly deliver such items to City. Contractor may retain copies for Contractor's record.

**LAW TO GOVERN.** This Agreement is entered into and is to be performed in the State of Ohio. City and Contractor agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

**WAIVER.** This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.



**AMENDMENT.** This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

**ENTIRETY.** This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

**SEVERABILITY.** This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

#### **CONFIDENTIALITY**

The Contractor, its agents, and its employees, will keep and retain any and all information and records generated under this Agreement in the strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City of Cincinnati. The Contractor warrants that it has and will continue to have safeguards in place to assure that such information and records are kept confidential by the Contractor, its agents, and its employees.

#### **PROPRIETARY MATERIALS**

The City of Cincinnati acknowledges that in the course of performing services, the Vendor may use products, materials, or propriety methodologies. The City of Cincinnati agrees that it shall have or obtain no rights in such propriety products, materials, and methodologies except pursuant to a separate written agreement executed by the parties.

The Vendor acknowledges that in the course of performing services for the City of Cincinnati, the materials and information produced for the City of Cincinnati are the exclusive properties of the City of Cincinnati and may not be disseminated in any manner without prior written approval of the City of Cincinnati.

#### **WARRANTY**

The Contractor warrants that the services to be provided by it hereunder will be performed in a good, timely, and professional manner by qualified staff and in accordance with generally accepted professional end-users. The Contractor further warrants that the design and recommended solution are workable and capable of meeting the Project Objective.

#### **POLITICAL ACTIVITY RESTRICTIONS**

The Contractor shall comply with the requirement of the Political Activity Restrictions of the City of Cincinnati contained in Ordinance No. 358-1992.

#### **TERM**

The term of this Agreement shall commence on the effective date of the Agreement. Delivery of equipment and associated services shall be complete within one year of the contract signing.

## **V. FORMS**

### **MISCELLANEOUS FORMS TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSALS**

**(SEE FOLLOWING PAGES)**

# City of Cincinnati



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Department of Finance  
Purchasing Division

One Centennial Plaza  
705 Central Avenue, Suite 200  
Cincinnati, Ohio 45202-1991

William E. Moller  
*Director of Finance*

Bernadine R. Franklin  
*Finance Manager*  
*City Purchasing Agent*

**SIGNATURE PAGE**  
**RFP98CDPTECHTRG**  
**Technical Assistance and Training to**  
**Community Development Corporations (CDCs)**

THE FIRM OF: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Person to contact regarding this proposal: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of person authorized to bind the Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**REFERENCE PAGE**  
**RFP98CDPTECHTRG**

References for: \_\_\_\_\_

Offerors shall provide references on this form.

1. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_
2. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_
3. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_
4. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

## HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFP No./Description: **RFP98CDPTECHTRG**

Technical Assistance and Training to Community Development Corporations (CDCs)

*Please take the time to mark the appropriate line and return as indicated below.*

**Community Publication or Newspaper:** If so, which one \_\_\_\_\_  
or

**City of Cincinnati Bulletin <sup>TM</sup>** **DemandStar by Onvia <sup>TM</sup>**

## SERVICE RESPONSE CARD

Date of Service: \_\_\_\_\_

### How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

1. How would you rate the way your request for this document was handled?  
Excellent    Good    Average    Fair    Poor
2. Did you have contact with Purchasing staff?
3. How would you rate the manner in which you were treated by the Purchasing staff?  
**Excellent    Good    Average    Fair    Poor**
4. How would you rate the overall response to your request?  
Excellent    Good    Average    Fair    Poor

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

### **Thank you for your response!**

We can better assess our service to you through feed back from you.

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ (evening)

Please return completed survey to: Deanna Brown, City of Cincinnati, Purchasing Division, 705 Central Avenue, Suite 200, Cincinnati, Ohio, 45202

or

Fax completed survey to: 513/352-1533



## City of Cincinnati NON-DISCRIMINATION PROGRAM REQUIREMENTS

All bidders must complete the forms in this section in order for a bid to be considered responsive. All bidders covenant specifically not to discriminate against minority and women-owned businesses in the bid process or the performance of a contract.

It is in the City's best interest to ensure equal opportunities for minority and women-owned businesses in the bid/proposal process and, ultimately, in the contract process based on their availability, capacity and willingness to perform. Therefore, you will find on the cover of this bid/proposal an availability estimate. This figure is a percentage based on a review of the City's vendors' database, including certified minority and women-owned businesses. Businesses are identified based on the areas of work included in the specifications for this project.

Bidders are required to show that they've made a good faith effort to get the maximum practical participation of minority and women-owned businesses on this project. This doesn't mean that you are required to subcontract any of the work just to get participation by minority or women-owned firms, nor does it mean that you are required to subcontract if it is not the common and accepted industry practice on a project of this type. However, if it is feasible that the work can be broken into two or more smaller units, and then it should be done so as to permit maximum participation, based on the availability estimate.

### **THE FOLLOWING FORMS MUST BE COMPLETED AND INCLUDED IN THE BID/PROPOSAL AT THE TIME OF SUBMITTAL**

**Form 2000 - Offeror's Covenant of Non-Discrimination Policy** must be signed & dated.

**Form 2001 - Solicitation Certification Form** must be used to list all firms solicited for subcontract work.

**Form 2002 – Joint Venture Agreement Affidavit** if applicable with agreement contract.

**Form 2003 – Subcontractor Utilization Plan** lists the firms you plan to actually utilize on the project. For a list of certified minority and women-owned businesses, view the web site [www.cincinnati-oh.gov](http://www.cincinnati-oh.gov) or contact the Office of Contract Compliance.

**Form 2007 – Statement of Good Faith Efforts** must be signed and included in the bid package.

### **FORMS THAT HAVE ALTERNATE SUBMITTAL TIMES.**

**Form 2004 – Subcontractor Approval Request** must be completed and submitted to the Contract Compliance Office within 48 hours after bid/proposal opening. This form captures the subcontractors listed on FORM 2003.

**Form 2005 – Subcontractor Monthly Business Utilization Report** must be submitted with the claim voucher for payment monthly.

**Form 2006 – Subcontractor Substitution.** All contractors must receive approval from the Office of Contract Compliance for any proposed change in subcontractors from those indicated on the contract **prior to the start of work.**

**Form 2008 - Final Subcontracting Report** must be submitted within 15 days after final inspection of the contract work.

**If you have any questions or need assistance in meeting these requirements, contact Contract Compliance at (513) 352-3144.**

Rev. 8/03



## **CITY OF CINCINNATI OFFEROR'S COVENANT OF NON-DISCRIMINATION**

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices, by our signature below and as a condition of contract award, we covenant, represent and warrant that:

- We will not discriminate against small, minority and women-owned business enterprises on the basis of race, ethnicity or gender in the process of contracting, subcontracting and purchasing;
- We will use good faith efforts to promote opportunities for minority and women-owned business enterprises to participate in and compete for opportunities to the extent of their availability and capacity;
- We will submit all required forms that indicate our intent to use a diverse business base when awarding subcontracts, purchasing and pursuing teaming opportunities;
- If awarded the contract, we will submit to ongoing monitoring by and submittal of reports to the City's Office of Contract Compliance;
- We will submit to investigations and/or audits by the Office of Contract Compliance in connection with routine monitoring or as a result of specific allegations of discrimination.

\_\_\_\_\_  
Company Representative (Name, Title)

\_\_\_\_\_  
Date



**CITY OF CINCINNATI**  
**NON-DISCRIMINATION/SUBCONTRACTING OUTREACH PROGRAM**  
**Solicitation Certification Form**

<b>COMPANY NAME:</b>	<b>ADDRESS/TELEPHONE:</b>
<b>BID PACKAGE:</b>	<b>BID DATE:</b>

Please list the name(s) of all firms contacted, and their responses to the above Bid package. If additional space is required, this form may be duplicated.

Name/Address	Type Of Business and Ownership	Type Of Work/Service(s) Solicited	Indicate How Businesses Were Contacted (i.e. Letter, Phone, Fax)	Response To Solicitation (i.e. Will Submit Bid, No Response, Not Interested)	Amount of Bid or Quote	Company Selected? Yes or No	Telephone <u>Fax</u> Number

*It is hereby certified that the above firms were contacted and offered an opportunity to propose on the above procurement. We further certify that the above statements are a true account of all firms' responses to our solicitation. We have also attached copies of all bids and/or quotes received. For work we will perform with our own forces, we have indicated above with our own costs.*

\_\_\_\_\_  
*Company Representative (Name/Title)*

\_\_\_\_\_  
*Date*





FORM 2007  
SUBMIT WITH  
BID/PROPOSAL

## CITY OF CINCINNATI STATEMENT OF GOOD FAITH EFFORTS

**Bid Number** \_\_\_\_\_

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by small, minority and women-owned business enterprises on this project. Please indicate which methods you used by placing an X in the appropriate place.

\_\_\_\_\_ Attended one of the quarterly S/M/WBEs Outreach Sessions

\_\_\_\_\_ Contacted Contract Compliance to obtain list of certified S/M/WBEs

\_\_\_\_\_ Contacted trade associations that focus on small, minority and women-owned businesses (indicate which associations were contacted)

\_\_\_\_\_ Identified sufficient subcontracting work to meet goal (attach content of advertisements and written notices to subcontractors indicating type of work to be subcontracted)

\_\_\_\_\_ Contacted recruitment/placement agencies (attach copy of each letter sent; if faxed, include transmittal confirmation; if mailed, attach copy of envelope or certified mail receipt)

\_\_\_\_\_ Written Notice to Subcontractors (submit copy of each letter sent, or if one master notification, submit copy of letter and recipient list)

\_\_\_\_\_ Follow-up to initial solicitations (submit copy of call logs)

\_\_\_\_\_ Advertising (attach content of advertisements, which must include project name, bidder, work available, contact person's name and number, information on availability of plans and specifications and bidder's policy concerning assistance to subcontractors in obtaining bonds, credit lines and/or insurance; date of advertising and publications)

\_\_\_\_\_ Assistance with bonds, credit lines, insurance (submit copy of advertising and written notices to subcontractors)

\_\_\_\_\_ Other (please list any other methods utilized that aren't covered above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Representative (Name and Title)



City of Cincinnati  
JOINT VENTURE AGREEMENT AFFIDAVIT

**(Completion of this form in its entirety is required when the contractor enters into a joint venture agreement with a Minority and/or Women Business Enterprise firm)**

1. Name of Joint Venture *firms*:

Majority contractor \_\_\_\_\_

Minority firm \_\_\_\_\_

Women Firm \_\_\_\_\_

2. Provide a copy of written joint venture agreement.

3. Indicate the joint venture percentage of each company

a) Majority Contractor \_\_\_\_\_ %

b) Minority Firm \_\_\_\_\_ %

c) Women Firm \_\_\_\_\_ %

Signature & Title \_\_\_\_\_  
(Majority Firm)

Date \_\_\_\_\_

Signature & Title \_\_\_\_\_  
(Minority Firm)

Date \_\_\_\_\_

Signature & Title \_\_\_\_\_  
(Women Firm)

Date \_\_\_\_\_

Contract Compliance \_\_\_\_\_ Approved \_\_\_\_\_ Denied

Signature: \_\_\_\_\_

ONLY SUBMIT IF APPLICABLE



**CITY OF CINCINNATI  
SUBCONTRACTOR UTILIZATION PLAN**

**THIS DOCUMENT MUST BE PROVIDED WITH BID AND SIGNED BY THE PERSON SIGNING THE PROPOSAL**

<b>PROCUREMENT DESCRIPTION:</b>	<b>DATE SUBMITTED:</b>	<b>TOTAL CONTRACT VALUE \$:</b>
<b>COMPANY NAME:</b>	<b>FEDERAL TAX ID#</b>	<b>ADDRESS/TELEPHONE:</b>

The above named company proposes to use the services of the following listed firms.

Name/Address/Telephone	Ownership Status	Certifying Agency	Federal Tax ID#	Type Of Work	Subcontract Dollars	Subcontract Percentage

<b>Business Ownership Status</b>	<b>Total MBE</b>	<b>\$</b>	<b>%</b>
<b>Minority Owned - MBE</b>	<b>Total WBE</b>	<b>\$</b>	<b>%</b>
<b>Women Owned - WBE</b>	<b>Total White</b>	<b>\$</b>	<b>%</b>
<b>White Owned - WOB</b>	<b>Total SBE</b>	<b>\$</b>	<b>%</b>
<b>Small Business Enterprise - SBE</b>	<b>Total Other</b>	<b>\$</b>	<b>%</b>
<b>Other- Non certified MBE/WBE</b>			

I certify that the above information is true to the best of my knowledge. I understand that any changes to the above must be submitted in writing on the Substitution Form and approved in advance by the City.

<b>Signature</b>	<b>Title</b>	<b>DATE</b>
------------------	--------------	-------------



**City of Cincinnati**  
**SUBCONTRACTOR APPROVAL REQUEST**  
**Statement of Intent to Utilize Firms**

**FORM 2004**  
(SUBMIT WITHIN 48 HRS OF  
PROPOSAL OPENING)

**THIS FORM MUST BE COMPLETED AND SUBMITTED TO CONTRACT OFFICER  
WITHIN 48 HRS OF BID OPENING.**

**INFORMATION RECORDED HEREIN WILL BE INCORPORATED IN THE AWARDEES' CONTRACT**

PROJECT NAME		CONTRACT NO.	
City Agency Administering Contract		Contact Person	Phone No.
Requesting Contractor	Federal Tax ID	Address	Zip Code
Authorized Representative	Title	Phone No.	
Prime Contractor (If not the same as above)	Federal Tax ID	Address	Zip Code

**SUBCONTRACTOR**

SUBCONTRACTOR		Federal Tax ID	Address	Zip Code	
Authorized Representative		Title	Phone No.		
Is SBE registered with the City of Cincinnati?    YES <input type="checkbox"/> NO <input type="checkbox"/> Minority <input type="checkbox"/> Female <input type="checkbox"/>					
ITEM NUMBER	DESCRIPTION OF WORK	SUBCONTRACT'S CONTRACT AMOUNT \$	% OF TOTAL CONTRACT PRICE	ESTIMATED START DATE	COMPLETION DATE
	<b>Total Value of Work</b>				

**SIGNATURES**

SUBCONTRACTOR		DATE
Requesting Contractor		DATE
Prime Contractor (If not the same as above)		DATE
Specialist Initial/Date	Contract Compliance Officer	DATE
Contract Administering Agency		DATE



## CITY OF CINCINNATI SUBCONTRACTOR MONTHLY BUSINESS UTILIZATION REPORT

### Record of Payments

**THIS DOCUMENT MUST BE SUBMITTED WITH MONTHLY INVOICE**

PROJECT NAME: CONTRACT#:	DATE FORM SUBMITTED: WORK PERIOD ENDING:
COMPANY NAME:	ADDRESS:
FEDERAL TAX ID#:	CONTACT PERSON:

Subcontractor/Vendor ID# (Street Address/Zip/Telephone)	Indicate Ownership Status	Description Of Work	Total Sub-Contract Amount	Amount Paid For The Period	Total Amount Paid To-Date	Percentage Of Work Completed	Scheduled Start Date	Scheduled End Date
Total MBE Subcontracts Awarded/%		\$	%	Total WBE Subcontracts Awarded/%		\$	%	
Total MBE Dollars Paid-To-Date/%		\$	%	Total WBE Dollars Paid-To-Date/%		\$	%	
Total Non-Minority Subcontracts Awarded/%		\$	%	Total SBE Subcontracts Awarded/%		\$	%	
Total Non-Minority Dollars Paid-To-Date/%		\$	%	Total SBE Dollars Paid-To-Date/%		\$	%	

*The undersigned certifies that the information recorded above is correct, and that each of the representations set forth above is true. The undersigned further acknowledges that any misrepresentation hereon may result in termination of contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.*

Company Representative \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



City of Cincinnati  
SUBCONTRACTOR SUBSTITUTION

**THIS FORM MUST BE COMPLETED AND SUBMITTED TO THE CONTRACT COMPLIANCE OFFICER PRIOR TO TERMINATING THE CONTRACT OF A MINORITY, SMALL OR WOMEN-OWNED BUSINESS AFTER THE BIDS HAVE BEEN SUBMITTED OR CONTRACT HAS BEEN AWARDED. INFORMATION RECORDED HEREIN WILL BE INCORPORATED IN THE AWARDEES' CONTRACT.**

Company Name: \_\_\_\_\_ Project Name: \_\_\_\_\_

Address: \_\_\_\_\_ Date Submitted \_\_\_\_\_

\_\_\_\_\_ will be substituted for \_\_\_\_\_ to perform work on  
(Name of Subcontractor/Supplier) (Name of Subcontractor/Supplier)

the above project as (check one): ☐ a partnership; ☐ a corporation; ☐ sole proprietorship; ☐ a joint venture.

\_\_\_\_\_ will enter into a formal agreement for the work upon approval by the City of Cincinnati.  
(Subcontractor/Supplier)

ITEM NUMBER	<b><u>DESCRIPTION OF WORK</u></b>	SUBCONTRACT/P.O. PRICE	% OF TOTAL CONTRACT PRICE	START <u>DATE</u>	COMPLETION DATE
	<b>Total Value of Work</b>				

**Prime/General Contractor:**

Signature of Company representative \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

**Subcontractor/Supplier:**

Signature of Company Representative \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

**Contract Compliance**  
\_\_\_\_ Approved \_\_\_\_ Denied



FORM 2008

**City of Cincinnati  
SUBCONTRACTING OUTREACH PROGRAM  
Final Subcontracting Report**

**THIS FORM MUST BE COMPLETED AND SUBMITTED TO CONTRACT OFFICER WITHIN FIFTEEN (15) DAYS  
AFTER FINAL INSPECTION OF CONTRACT WORK.**

Company Name: \_\_\_\_\_ Project Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Federal Tax ID#: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Date of Final Inspection \_\_\_\_\_

The following subcontractors performed work on the above project:

TYPE OF WORK	COMPANY NAME/TAX ID #	FINAL PRICE	% OF TOTAL CONTRACT PRICE

Signature of Company  
Representative \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Compliance

\_\_\_\_Approved

\_\_\_\_Denied